

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

|                          |   |                               |
|--------------------------|---|-------------------------------|
| CITY OF CINCINNATI,      | : | Case No. A1905588             |
|                          | : | (Judge Wende C. Cross)        |
| Plaintiff,               | : | (Magistrate Anita P. Berding) |
|                          | : |                               |
| v.                       | : |                               |
|                          | : | RECEIVER'S NOTICE OF REVISED  |
| JOHN KLOSTERMAN, et al., | : | <u>SALE TERMS</u>             |
|                          | : |                               |
| Defendants.              | : |                               |

Comes now Konza, LLC as the receiver for the properties subject to this judgment lien foreclosure action and submits the attached Revised Terms of Receiver's Sale of Klosterman Sedamsville Properties (the "Revised Sale Terms") to replace the Terms of Receiver's Sale of Klosterman Sedamsville Properties which was attached to the Motion by Receiver to Approve Sale of Properties by Public Auction filed July 13, 2021 (the "Sale Motion").

The Revised Sale Terms are intended to provide a more simple sale process than the draft attached to the Sale Motion and contains edits, deletions and additions suggested by Plaintiff City of Cincinnati and Jennifer Donathan of Keller Williams Advisors and the Receiver.

Respectfully submitted,

/s/ Richard Boydston  
Richard Boydston (0022360)  
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**EXHIBIT**

**17**

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served on each of the following by email on October 8, 2021.

Jacklyn Gonzales Martin, Esq.  
Tina Woods, Esq.  
Counsel for Plaintiff  
City of Cincinnati  
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Department of Job & Family Services  
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I further certify that a copy of the foregoing was served by ordinary United States mail, first class postage prepaid, on Defendant John Klosterman at 5615 Sidney Road, Cincinnati, OH 45238 and also by hand delivery to him at Number 1732946, Hamilton County Justice Center, 900 Sycamore Street, Cincinnati, OH 45202 on October 8, 2021.

/s/ Richard Boydston

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Revised  
Terms of  
Receiver's Sale of  
Klosterman Sedamsville Properties

The following are the terms for the sale of the properties under the control of Konza, LLC (the "Receiver") as the Receiver appointed by the Hamilton County Court of Common Pleas (the "Court") in Case Number A1905588, styled *City of Cincinnati, plaintiff v. John C. Klosterman, et al, defendants* (the "Case"). The properties are all located in the Sedamsville neighborhood of Cincinnati and consist of 23 buildings (collectively, the "Buildings") and 33 vacant lots (collectively, the "Vacant Lots") (the Buildings and the Vacant Lots, collectively, the "Properties" and individually, a "Property"). The addresses and parcel numbers of the Properties and current monthly rents (if any) are included in the Property List attached marked Exhibit A. Legal descriptions of the properties are included in the motion filed March 29, 2021 by Plaintiff City of Cincinnati (the "City") in the Case and in the supporting affidavits filed in the Case by the City that date and on June 3, 2021.

1. Listing. The Receiver will offer the Properties for sale through Jennifer Donathan of Keller Williams Advisors as the Receiver's listing realtor (the "Listing Realtor"). A listing price will be assigned to each of the Properties. The sale will be publicized nationally for a minimum of 30 days.

2. Offers. Offers to purchase will be received for 30 days (the "Offer Period"). Offers to purchase must be submitted by email to the Listing Realtor and to the Receiver and will not be disclosed by either of them prior to the close of the Offer Period to anyone other than (1) the City, (2) John Klosterman, and (3) if ordered by the Court, in camera to the Court and any person specified by the Court in a separate order.

3. Cash Sale. All sales will be cash except as may be otherwise agreed by the Receiver and the City.

4. Closing. Closing will be within fifteen (15) days after entry of an order by the Court approving the sale.

5. Right of First Refusal. In the event there is no acceptable offer on any specific one of the Properties, then the Receiver may sell a right of first refusal on each of those specific Properties.

6. Sales of Buildings and Vacant Separately and in Combination. Certain of the buildings will be offered only with and including adjacent vacant lots (collectively "Buildings with Vacant Lot(s)") and certain of the other vacant lots will be offered only with one or more other vacant lots (collectively "Grouped Vacant Lots"). Lists of the Buildings with Vacant Lot(s) and the Grouped Vacant Lots are attached marked, respectively, Exhibit B and Exhibit C. In addition, a list of vacant lots to be offered for sale separate from any building or any other vacant lot is attached marked Exhibit D (collectively, "Single Vacant Lots").

7. Sale of Church. The church at 637 Steiner (the "Church") will be sold subject to the following conditions:

- a. After the closing on the sale, the purchaser must (1) within 30 days apply to the City for a Vacated Building Maintenance License (a "VBML") (2) within

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180 days obtain the VBML (3) within 365 days prepare plans and specifications for the renovation and reuse of the building and apply for all required building permits and a Certificate of Occupancy and (4) within 730 days completed the renovation and obtained a Certificate of Occupancy. Any of the foregoing deadlines may be extended for events beyond the purchaser's control, such as delays caused by force majeure events or delays caused by the City.

- b. At the closing the purchaser must escrow \$50,000 (which will not to be credited against the purchase price) to secure the performance of the purchaser's obligations set forth in Section 10.a. Such escrow may be drawn upon by the purchaser by submitting invoices to the escrow agent for labor and materials incurred for renovation of the Church. The escrow agent will be agreed upon by the Receiver and the purchaser and if there is no agreement then the escrow agent will be designated by the City. The escrow fee will be paid 75% by the Receiver and 25% by the purchaser.
- c. In the event the purchaser fails to obtain a Certificate of Occupancy within two years (or as extended as provided in Section 10.a. above), then the title to the Church shall revert to an entity formed to hold title to the Properties pending liquidation and the purchaser shall have a lien on the Church in an amount equal to the funds expended by the purchaser to improve the Church as agreed by the Receiver and the City or provided by order of the Court.

8. Sale of Church and Rectory to Single Purchaser. In the event that an offer is made by a single offeror for both the church and the rectory at 639 Steiner (the "Rectory") for the total amount of \$300,000 or more, then that offer will be considered by the Receiver to be the highest offer for both the Church and Rectory regardless of the amount of any separate offer for the Church or the Rectory separately by any other offeror.

9. Bulk Sale and Modified Bulk Sale. All of the Properties will be offered for sale separately and also in bulk, first including the Church and Rectory and, second, also in bulk but excluding the Church and the Rectory. In either event, a bulk sale offer will not be accepted without payment of a deposit of \$10,000.00.

10. Inspections. Unoccupied buildings will be available for inspection at specified times and on three days during the Offer Period and announced prior to commencement of the Offer Period.

11. Offer Form. The form to be used to make an offer is attached marked Exhibit E.

12. Topping Bids. At the conclusion of the Offer Period all offerors will be notified of the highest offer for each of the Properties on which they made an offer. All offerors on each of the Properties will then have five calendar days after such notification is sent to make an additional offer.

13. Sale of Lots. In the event no offer is accepted by the Receiver on any set of Grouped Vacant Lots or on any Single Vacant Lot, then the Grouped Vacant Lots and the Single Vacant Lots without an accepted offer will be sold to the winning offeror of the building set forth in the list marked Exhibit F (collectively, the "Added Lots") or as the Receiver may otherwise specify

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after the end of the Offer Period. The sale of the Added Lots shall be a requirement for the sale of the building to the winning offeror on the Building.

14. Back Up Offers. In the event that the sale of any of the Properties with an offer accepted by the Receiver does not close by the deadline stated above, then the Receiver may declare that acceptance of the offer is rescinded and thereupon the offeror shall have no right to purchase the Property and the Receiver may accept another offer previously made and the offeror of that other previous offer will be obliged to purchase the Property.

15. Current Building Code Violations. All pending Cincinnati Building Code violations for each of the buildings, to the best of the Receiver's knowledge, are listed in the attached Building Code Violation List marked Exhibit G.

16. City Approval of Purchases. All purchasers of all of the Properties must be approved by the City and that approval is primarily conditioned on the absence of any violation of the Cincinnati Building Code, either open or closed, on property owned or managed by the prospective purchaser or any person or entity in which the prospective purchaser has, or had, any interest, direct or indirect.

17. Purchase Contracts. Purchase contracts for all accepted offers will be prepared by the Receiver.

18. Title Work. All title work in connection with the closing on all sales of all of the Properties will be performed by one title agent chosen by the Receiver and approved by the City.

19. Deeds Held Pending Proof of No Building Code Violation. Deeds to the following Buildings will be held by the Receiver after closing until proof acceptable to the Receiver is delivered to the Receiver that there is no existing Cincinnati Building Code violation on the Building:

- a. 628 Delhi
- b. 632 Delhi
- c. 636 Delhi
- d. 667 Delhi
- e. 671-673 Delhi
- f. 679 Delhi
- g. 700 Delhi
- h. 701 Delhi
- i. 705 Delhi
- j. 742 Delhi
- k. 753 Delhi
- l. 794 Delhi
- m. 649 Sedam
- n. 659 Sedam
- o. 638 Steiner
- p. 649 Steiner
- q. 652 Steiner
- r. 654 Steiner

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In the event no such proof is received by the Receiver within 90 days of the closing (or such other later date specifically agreed to in writing by the City), then title to the Building shall revert to the Receiver (or to an entity formed to hold title to the Properties pending liquidation), the Receiver shall refund to the purchaser 50% of the purchase price paid to the Receiver and the sale will be voided and the purchaser shall have no further right, title or interest in the Building and may not bid, either directly or indirectly, for the Building in any subsequent sale by the Receiver.

20. Receiver Goals. The Receiver seeks to recover the highest possible price for all of the Properties and to sell all of the Properties as soon as possible. The Receiver will select the winning offer based on those two goals.

21. Sale Free and Clear/Disbursement of Proceeds. All sales of all of the Properties will be free and clear of all claims, liens, mortgages and encumbrances of any kind or nature which could be removed by payment of money. Sale proceeds will be aggregated and paid pursuant to subsequent order of the Court, first for the costs of sale and closing including a reasonable commission to the Listing Realtor, second to the Treasurer of Hamilton County, Ohio (the "Treasurer") for unpaid real estate taxes and assessments on all of the Properties sold, third to Warsaw Federal Savings and Loan Association ("Warsaw Federal") on its mortgage claims on the Properties sold, fourth to the Receiver for fees and expenses approved by the Court, fifth to the City toward its judgment lien and for fees, fines and other amounts due by defendants to the City, and last the remaining balance to John Klosterman. The foregoing notwithstanding, in the event of the sale of any of the Properties subject to a mortgage to Warsaw Federal, to the extent the sale price is for, and only for, a specific one of the mortgaged Properties (and not including any of the other Properties), then those sale proceeds shall be paid first to the Treasurer for unpaid real estate taxes and assessments on that specific one of the Properties, second to Warsaw Federal on its mortgage, third to the Receiver for fees and expenses approved by the Court, fourth to the City toward its judgment lien and for fees, fines and other amounts due by defendants to the City, and last the remaining balance to John Klosterman. In the further event of any sale of any of the Properties on which there is not a mortgage to Warsaw Federal, no part of any of the sale proceeds will be paid to Warsaw Federal.

22. Sale As Is, Where Is. The sale of the Properties is made without representation or warranty of any kind or nature other than expressly set forth in statement of sale terms sheet and any subsequent notices and or instructions made in writing by the Receiver.

23. Amendment of Sale Terms. The Receiver has the right to amend this statement of sale terms (a) to correct errors and (b) subject to the agreement of the City, based upon any objection or other response to the Receiver's motion to approve these terms and/or comments made by prospective offerors which amendment, in the judgment of the Receiver, would likely increase the prospect of more offers and/or higher offers.

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revisionProperty ListBuildings

| this<br>list<br>number | tract<br># | building street<br>address | building parcel<br>number(s)                    | current<br>monthly rent |
|------------------------|------------|----------------------------|---|-------------------------|
| 1                      | 58         | 628 Delhi                  | 152-0042-0058                                   |                         |
| 2                      | 11         | 632 Delhi                  | 153-0002-0062                                   |                         |
| 3                      | 19         | 636 Delhi                  | 153-0002-0064                                   |                         |
| 4                      | 14A        | 667 Delhi                  | 153-0002-0185                                   |                         |
| 5                      | 1          | 671-673 Delhi              | 153-0002-0094                                   |                         |
| 6                      | 2          | 679 Delhi                  | 153-0002-0092                                   |                         |
| 7                      | 20         | 700 Delhi                  | 153-0002-0037                                   |                         |
| 8                      | 12         | 701 Delhi                  | 153-0002-0091                                   |                         |
| 9                      | 15         | 703 Delhi                  | 153-0002-0090                                   |                         |
| 10                     | 17         | 705 Delhi                  | 153-0002-0089                                   |                         |
| 11                     | 4          | 742 Delhi                  | 153-0003-0027                                   |                         |
| 12                     | 6          | 753 Delhi                  | 153-0003-0063                                   |                         |
| 13                     | 5          | 793 Delhi                  | 153-0003-0048                                   |                         |
| 14                     | 3          | 794 Delhi                  | 152-0039-0150                                   |                         |
| 15                     | 21         | 685 Halsey                 | 155-0048-0001                                   |                         |
| 16                     | 16         | 649 Sedam                  | 153-0002-0140                                   |                         |
| 17                     | 13         | 659 Sedam                  | 153-0002-0145                                   |                         |
| 18                     | 42         | 637 Steiner                | 152-0042-0059<br>152-0042-0061<br>152-0042-0063 |                         |
| 19                     | 10A        | 638 Steiner                | 152-0042-0044                                   |                         |
| 20                     | 9A+9B      | 639 Steiner                | 152-0042-0055<br>152-0042-0057                  |                         |
| 21                     | 59         | 649 Steiner                | 153-0002-0057                                   |                         |
| 22                     | 7A+7B      | 652 Steiner                | 153-0002-0014<br>153-0002-0198                  |                         |
| 23                     | 18A+18B    | 654 Steiner                | 153-0002-0013<br>153-0002-0199                  |                         |
|                        |            |                            | total   |                         |

EXHIBIT A



10/8/21  
revisionProperty ListVacant Lots

| this<br>list # | tract # | address      | parcel #(s)   |
|----------------|---------|--------------|---------------|
| 1              | 40      | 709 Delhi    | 153-0002-0086 |
| 2              | 39      | 714 Delhi    | 153-0002-0082 |
| 3              | 32      | 728 Delhi    | 153-0003-0040 |
| 4              | 31      | 730 Delhi    | 153-0003-0038 |
| 5              | 30      | 732 Delhi    | 153-0003-0036 |
| 6              | 38      | 733 Delhi    | 153-0003-0073 |
| 7              | 37      | 735 Delhi    | 153-0003-0072 |
| 8              | 36      | 737 Delhi    | 153-0003-0070 |
| 9              | 46      | 755 Delhi    | 153-0003-0062 |
| 10             | 29      | 756 Delhi    | 153-0003-0008 |
| 11             | 45      | 757 Delhi    | 153-0003-0061 |
| 12             | 43      | 759 Delhi    | 153-0003-0060 |
| 13             | 28      | 762 Delhi    | 153-0003-0006 |
| 14             | 27      | 764 Delhi    | 153-0003-0004 |
| 15             | 26      | 767 Delhi    | 153-0003-0058 |
| 16             | 53      | 769 Delhi    | 153-0003-0056 |
| 17             | 35      | 773 Delhi    | 153-0003-0055 |
| 18             | 34      | 787 Delhi    | 153-0003-0052 |
| 19             | 33      | 789 Delhi    | 153-0003-0050 |
| 20             | 56      | 679 Fernland | 153-0002-0154 |
| 21             | 57      | 677 Halsey   | 153-0002-0155 |
| 22             | 14B     | 646 Sedam    | 153-0002-0182 |
| 23             | 24      | 739 Sedam    | 153-0003-0089 |
| 24             | 48      | 624 Steiner  | 152-0042-0032 |
| 25             | 50      | 624 Steiner  | 152-0042-0166 |
| 26             | 41      | 626 Steiner  | 152-0042-0168 |
| 27             | 55      | 626 Steiner  | 152-0042-0034 |
| 28             | 10D     | 640 Steiner  | 152-0042-0172 |
| 29             | 44      | 712 Steiner  | 152-0038-0011 |
| 30             | 26      | 767 Steiner  | 153-0003-0003 |
| 31             | 49      | 924 Striker  | 152-0042-0031 |
| 32             | 10B     | 938 Striker  | 152-0042-0043 |
| 33             | 10C     | 940 Striker  | 152-0042-0045 |

EXHIBIT A (continued)



10/8/21  
revisionBuildings with Vacant Lots

| this<br>list<br>number | tract<br># | building street<br>address | building parcel<br>number(s)                    | contiguous vacant<br>lot(s) tract #(s)<br>and address(es) | contiguous<br>vacant lot(s)<br>parcel number(s) | list price |
|------------------------|------------|----------------------------|---|---|---|------------|
| 1                      | 14A        | 667 Delhi                  | 153-0002-0185                                   | 14B/646 Sedam   | 153-0002-0182                                   |            |
| 2                      | 15         | 703 Delhi                  | 153-0002-0090                                   | 52/702 Sedam  | 153-0002-0196                                   |            |
| 3                      | 4          | 742 Delhi                  | 153-0003-0027                                   | 23/740 Delhi  | 153-0003-0028                                   |            |
| 4                      | 6          | 753 Delhi                  | 153-0003-0063                                   | 47/751 Delhi  | 153-0003-0064                                   |            |
| 5                      | 42         | 637 Steiner                | 152-0042-0059<br>152-0042-0061<br>152-0042-0063 | 51/621 Steiner<br>52/619 Steiner                          | 152-0042-0067<br>152-0042-0069                  |            |
| 6                      | 10A        | 638 Steiner                | 152-0042-0044                                   | 10B/938 Striker<br>10C/940 Striker<br>10D/640 Steiner     | 152-0042-0043<br>152-0042-0045<br>152-0042-0172 |            |

EXHIBIT B

10/8/21  
revisionGrouped Vacant Lots

| Group # | vacant lot full list # | tract # | address      | parcel #(s)   | description   | list price |
|---------|------------------------|---------|--------------|---------------|---|------------|
| 1       | 3                      | 32      | 728 Delhi    | 153-0003-0040 |   |            |
|         | 4                      | 31      | 730 Delhi    | 153-0003-0038 | contiguous to north line of 728                                 |            |
|         | 5                      | 30      | 732 Delhi    | 153-0003-0036 | contiguous to north line of 730                                 |            |
| 2       | 6                      | 38      | 733 Delhi    | 153-0003-0073 | contiguous to south line of 735                                 |            |
|         | 7                      | 37      | 735 Delhi    | 153-0003-0072 | next south of 5 door garage on Sedam                            |            |
|         | 8                      | 36      | 737 Delhi    | 153-0003-0070 | contiguous to line of 735; north half of 5 door garage on Sedam |            |
|         |                        |         |              | 153-0003-0071 | south half of 5 door garage on Sedam                            |            |
| 3       | 11                     | 46      | 755 Delhi    | 153-0003-0062 |   |            |
|         | 13                     | 45      | 757 Delhi    | 153-0003-0061 | contiguous to north line of 755                                 |            |
|         | 14                     | 43      | 759 Delhi    | 153-0003-0060 | contiguous to north line of 757                                 |            |
| 4       | 12                     | 29      | 756 Delhi    | 153-0003-0008 |   |            |
|         | 15                     | 28      | 762 Delhi    | 153-0003-0006 | contiguous to north line of 756                                 |            |
|         | 16                     | 27      | 764 Delhi    | 153-0003-0004 | contiguous to north line of 762                                 |            |
| 5       | 18                     | 53      | 769 Delhi    | 153-0003-0056 | contiguous to north line of 761 – 0058                          |            |
|         | 19                     | 35      | 773 Delhi    | 153-0003-0055 | contiguous to north line of 769                                 |            |
| 6       | 22                     | 56      | 679 Fernland | 153-0002-0154 | at southeast side of curve Halsey & Fernland                    |            |
|         | 23                     | 57      | 677 Halsey   | 153-0002-0155 | at southeast side of curve Halsey & Fernland                    |            |
| 7       | 26                     | 48      | 624 Steiner  | 152-0042-0032 | contiguous to west line of 624 Steiner – 0166                   |            |
|         | 27                     | 50      | 624 Steiner  | 152-0042-0166 | contiguous to west line of 924 Striker – 0031                   |            |
|         | 32                     | 49      | 924 Striker  | 152-0042-0031 | contiguous to east line of 624 Steiner – 0166                   |            |
|         | 28                     | 41      | 626 Steiner  | 152-0042-0168 | contiguous to east line of 626 Steiner – 0034                   |            |
|         | 29                     | 55      | 626 Steiner  | 152-0042-0034 | contiguous to west line of 626 Steiner – 0168                   |            |

EXHIBIT C

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revisionSingle Vacant Lots

| this list # | vacant lot full list # | tract # | address     | parcel #(s)   | description  | list price |
|-------------|------------------------|---------|-------------|---------------|--|------------|
| 1           | 1                      | 40      | 709 Delhi   | 153-0002-0086 | contiguous to north line of 707 Delhi all way to Sedam   |            |
| 2           | 2                      | 39      | 714 Delhi   | 153-0002-0082 | contiguous to south line of building at 716 Delhi - 0083 |            |
| 3           | 15                     | 26      | 767 Delhi   | 153-0003-0058 | contiguous to north line of 761 Delhi – 0059             |            |
| 4           | 18                     | 34      | 787 Delhi   | 153-0003-0052 | south of building at 787 Delhi                           |            |
| 5           | 19                     | 33      | 789 Delhi   | 153-0003-0050 | north of building at 787 Delhi                           |            |
| 6           | 22                     | 24      | 739 Sedam   | 153-0003-0089 | contiguous to north line of 737 Sedam                    |            |
| 7           | 27                     | 44      | 712 Steiner | 152-0038-0011 | east side south of 13 houses                             |            |
| 8           | 28                     | 26      | 767 Steiner | 153-0003-0003 | west side north of 13 houses across street               |            |

EXHIBIT D

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revision

Offer to Purchase Property at  
Receiver's Sale of  
Klosterman Sedamsville Properties

1. I have read the Revised Terms of Receiver's Sale of Klosterman Sedamsville Properties and this offer is made pursuant to the terms stated therein.

2. My name and contact information are as follows

name \_\_\_\_\_

phone \_\_\_\_\_

email \_\_\_\_\_

mailing address: \_\_\_\_\_

\_\_\_\_\_

3. I offer to purchase the following for the price stated next to the address:

Buildings

| item | address       | parcel number(s)                                | list price | offer price |
|------|---------------|---|------------|-------------|
| 1    | 628 Delhi     | 152-0042-0058                                   |            |             |
| 2    | 632 Delhi     | 153-0002-0062                                   |            |             |
| 3    | 636 Delhi     | 153-0002-0064                                   |            |             |
| 4    | 671-673 Delhi | 153-0002-0094                                   |            |             |
| 5    | 679 Delhi     | 153-0002-0092                                   |            |             |
| 6    | 700 Delhi     | 153-0002-0037                                   |            |             |
| 7    | 701 Delhi     | 153-0002-0091                                   |            |             |
| 8    | 705 Delhi     | 153-0002-0089                                   |            |             |
| 9    | 793 Delhi     | 153-0003-0048                                   |            |             |
| 10   | 794 Delhi     | 152-0039-0150                                   |            |             |
| 11   | 685 Halsey    | 155-0048-0001                                   |            |             |
| 12   | 649 Sedam     | 153-0002-0140                                   |            |             |
| 13   | 659 Sedam     | 153-0002-0145                                   |            |             |
| 14   | 637 Steiner   | 152-0042-0059<br>152-0042-0061<br>152-0042-0063 |            |             |
| 15   | 639 Steiner   | 152-0042-0055<br>152-0042-0057                  |            |             |
| 16   | 649 Steiner   | 153-0002-0057                                   |            |             |
| 17   | 652 Steiner   | 153-0002-0014<br>153-0002-0198                  |            |             |
| 18   | 654 Steiner   | 153-0002-0013<br>153-0002-0199                  |            |             |

EXHIBIT E

10/8/21  
revisionBuildings with Vacant Lots

|    | address     | building parcel number(s)                       | contiguous vacant lot(s)<br>tract #(s)<br>address(es) | contiguous vacant lot(s)<br>parcel number(s)    | list price | offer price |
|----|-------------|---|---|---|------------|-------------|
| 18 | 667 Delhi   | 153-0002-0185                                   | 14B/646 Sedam   | 153-0002-0182                                   |            |             |
| 19 | 703 Delhi   | 153-0002-0090                                   | 52/702 Sedam  | 153-0002-0196                                   |            |             |
| 20 | 742 Delhi   | 153-0003-0027                                   | 23/740 Delhi  | 153-0003-0028                                   |            |             |
| 21 | 753 Delhi   | 153-0003-0063                                   | 47/751 Delhi  | 153-0003-0064                                   |            |             |
| 22 | 637 Steiner | 152-0042-0059<br>152-0042-0061<br>152-0042-0063 | 51/621 Steiner<br>52/619 Steiner                      | 152-0042-0067<br>152-0042-0069                  |            |             |
| 23 | 638 Steiner | 152-0042-0044                                   | 10B/938 Striker<br>10C/940 Striker<br>10D/640 Steiner | 152-0042-0043<br>152-0042-0045<br>152-0042-0172 |            |             |

Grouped Vacant Lots

|    | address      | parcel #(s)   | list price | offer price |
|----|--------------|---------------|------------|-------------|
| 36 | 728 Delhi    | 153-0003-0040 |            |             |
|    | 730 Delhi    | 153-0003-0038 |            |             |
|    | 732 Delhi    | 153-0003-0036 |            |             |
| 37 | 733 Delhi    | 153-0003-0073 |            |             |
|    | 735 Delhi    | 153-0003-0072 |            |             |
|    | 737 Delhi    | 153-0003-0070 |            |             |
|    |              | 153-0003-0071 |            |             |
| 38 | 755 Delhi    | 153-0003-0062 |            |             |
|    | 757 Delhi    | 153-0003-0061 |            |             |
|    | 759 Delhi    | 153-0003-0060 |            |             |
| 39 | 756 Delhi    | 153-0003-0008 |            |             |
|    | 762 Delhi    | 153-0003-0006 |            |             |
|    | 764 Delhi    | 153-0003-0004 |            |             |
| 40 | 769 Delhi    | 153-0003-0056 |            |             |
|    | 773 Delhi    | 153-0003-0055 |            |             |
| 41 | 679 Fernland | 153-0002-0154 |            |             |
|    | 677 Halsey   | 153-0002-0155 |            |             |
| 42 | 624 Steiner  | 152-0042-0032 |            |             |
|    | 624 Steiner  | 152-0042-0166 |            |             |
|    | 924 Striker  | 152-0042-0031 |            |             |
|    | 626 Steiner  | 152-0042-0168 |            |             |
|    | 626 Steiner  | 152-0042-0034 |            |             |

EXHIBIT E (continued)

10/8/21  
revisionVacant Lots

|    | address     | parcel number(s) | list price | offer price |
|----|-------------|------------------|------------|-------------|
| 24 | 709 Delhi   | 153-0002-0086    |            |             |
| 25 | 714 Delhi   | 153-0002-0082    |            |             |
| 26 | 767 Delhi   | 153-0003-0058    |            |             |
| 27 | 787 Delhi   | 153-0003-0052    |            |             |
| 28 | 789 Delhi   | 153-0003-0050    |            |             |
| 29 | 646 Sedam   | 153-0002-0182    |            |             |
| 30 | 739 Sedam   | 153-0003-0089    |            |             |
| 31 | 640 Steiner | 152-0042-0172    |            |             |
| 32 | 712 Steiner | 152-0038-0011    |            |             |
| 33 | 767 Steiner | 153-0003-0003    |            |             |

3. I have emailed this offer to Konza LLC, Receiver at [richard.boydston@dentons.com](mailto:richard.boydston@dentons.com) and to Jennifer Donathan at [jennifer.donathan@kwcommercial.com](mailto:jennifer.donathan@kwcommercial.com) on \_\_\_\_\_, 2021.

\_\_\_\_\_  
signature

\_\_\_\_\_  
print signature

EXHIBIT E continued

10/8/21  
revisionAdded Lots

| Grouped Vacant Lots |             |   | Building    |   |
|---------------------|-------------|---|-------------|---|
| Group #             | address     | parcel # (s)  | address     | parcel #  |
| 1                   | 667 Delhi   | 153-0002-0185   | 742 Delhi   | 153-0003-0027                                   |
| 2                   | 703 Delhi   | 153-0002-0090   | 742 Delhi   | 153-0003-0027                                   |
| 3                   | 742 Delhi   | 153-0003-0027   | 794 Delhi   | 152-0039-0150                                   |
| 4                   | 753 Delhi   | 153-0003-0063   | 794 Delhi   | 152-0039-0150                                   |
| 5                   | 637 Steiner | 152-0042-0059<br>152-0042-0061<br>152-0042-0063                                   | 794 Delhi   | 152-0039-0150                                   |
| 6                   | 638 Steiner | 152-0042-0044   | 685 Halsey  | 155-0048-0001                                   |
| 7                   | 624 Steiner | 152-0042-0032<br>152-0042-0166<br>152-0042-0031<br>152-0042-0168<br>152-0042-0034 | 637 Steiner | 152-0042-0059<br>152-0042-0061<br>152-0042-0063 |

| Vacant Lots |               | Building    |                                |
|-------------|---------------|-------------|--------------------------------|
| addresses   | parcel #      | address     | parcel #                       |
| 709 Delhi   | 153-0002-0086 | 705 Delhi   | 153-0002-0089                  |
| 714 Delhi   | 153-0002-0082 | 705 Delhi   | 153-0002-0089                  |
| 767 Delhi   | 153-0003-0058 | 794 Delhi   | 152-0039-0150                  |
| 787 Delhi   | 153-0003-0052 | 794 Delhi   | 152-0039-0150                  |
| 789 Delhi   | 153-0003-0050 | 794 Delhi   | 152-0039-0150                  |
| 739 Sedam   | 153-0003-0089 | 742 Delhi   | 153-0003-0027                  |
| 712 Steiner | 152-0038-0011 | 654 Steiner | 153-0002-0013<br>153-0002-0199 |
| 767 Steiner | 153-0003-0003 | 794 Delhi   | 152-0039-0150                  |

EXHIBIT F



10/8/21  
revisionBuilding Code Violation List

| list # | address | violation number | description |
|--------|---------|------------------|-------------|
| 1.     |         |                  |             |
| 2.     |         |                  |             |
| 3.     |         |                  |             |
| 4.     |         |                  |             |
| 5.     |         |                  |             |
| 6.     |         |                  |             |
| 7.     |         |                  |             |

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EXHIBIT G